DOCUMENT RESUME

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TITLE [Joseph Crofts, et al., Plaintiffs, vs. Board of Governors of California Community Colleges, et al., Defendants. Consent Decree.]
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ABSTRACT

A consent decree between Joseph Crofts, et al., and the Board of Governors of California Community Colleges terminating litigation regarding alleged patterns and practices of discrimination in employment and education against persons of Spanish heritage at Contra Costa College is presented. The decree outlines provisions to be followed under the following five areas: (1) employment--hiring at least two Spanish heritage persons for administrative positions and at least three for instructional positions within three years, and establishing a three-year Spanish heritage vocational education access project; (2) educational and student services--employing two bilingual persons to recruit Spanish heritage students, employing at least one bilingual person of Spanish heritage in the admissions and financial aid offices, evaluating readiness programs in terms of Spanish heritage student retention rates, providing tutorial assistance when possible, consulting with the nursing program regarding Spanish heritage student admissions and program completion; (3) individual provisions concerning plaintiff Crofts; (4) administrative provisions--defining terms, discussing the annual District report to the plaintiffs' counsel, defining rights and behavior of parties, assigning payment of court costs; and (5) general provisions, stating final conditions. (LH)

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IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF CALIFORNIA

JOSEPH CROFTS, et al., Plaintiffs, vs. BOARD OF GOVERNORS OF CALIFORNIA COMMUNITY COLLEGES, et al., Defendants.	No. C-75-0337 WWS CONSENT DECREE

Plaintiffs and plaintiff intervenor (hereinafter plaintiffs) have brought this civil rights action to remedy alleged patterns and practices of discrimination in employment and in education against persons of Spanish heritage by the defendants. The Court has jurisdiction of the parties and of the subject matter in this action. The Court's jurisdiction is founded on 28 U.S.C. §1343 and 42 U.S.C. §2000-5(f).

The Court has heretofore ordered that this action be maintained as a class action on behalf of a class comprised of plaintiff class representatives and all other persons denied equal employment or educational opportunities at Contra Costa College because of their Spanish heritage minority status.

The parties to this lawsuit have consented and agreed to the entry by this Court of the following Consent Decree without any finding or adjudication on the merits of the case and without constituting any admission by the defendants of discrimination.

By entering into this Consent Decree, the undersigned defendants do not admit to, nor has the Court made any determination that there is or has been violation of any law, right, rule or regulation.

JC 780 040

The parties have agreed to this Consent Decree, in order to terminate this litigation and to relieve them of the burden, expense, and uncertainty of continued litigation, and in a good faith effort to terminate the differences between the parties. No findings of any kind have been made or issued by the Court substantiating any of the allegations made by the plaintiffs.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

I

EMPLOYMENT PROVISIONS

A. ADMINISTRATIVE POSITIONS.

1. District shall adopt as a goal the employment of at least two persons of Spanish heritage in administrative positions with managerial responsibilities at Contra Costa College. At least one such position shall be at the level of inclusion in the President's administrative council or its equivalent and at least one such position shall require possession of a State Community College certificate.

2. The two administrative positions shall be among those listed in Exhibit A to this Consent Decree, or be comparable newly created positions. In the event defendants rely on the filling of such a newly created position to meet the goal undertaken in the preceding paragraph, they shall submit to plaintiffs' counsel a statement as to that reliance, the position, title and description and the facts demonstrating its comparability to positions listed in Exhibit A.

3. The timetable for employment of two persons of Spanish heritage in administrative positions shall be three years from July 1, 1977, provided that during such period there are at least three vacancies among the positions listed in Exhibit A or comparable newly created positions. In the event that less than three vacancies occur within the three year period, the timetable shall be extended until three vacancies have occurred. Vacancies shall occur in the event positions comparable to those listed in Exhibit A are created, but shall not occur if a position is eliminated.

B. FACULTY POSITIONS.

4. District shall adopt as a goal the hiring of at least three persons of Spanish heritage in instructional positions within the following programs at Contra Costa College:

(a) one position in mathematics, science, or engineering;

(b) two positions in vocational education; at least one of which shall be in health sciences, including, but not limited to nursing.

5. The timetable for employment of three persons of Spanish heritage in the indicated instructional positions shall be three years from July 1, 1977, as to each position, provided that during such period there are at least three vacancies per position among the positions allocated to each of the program clusters as to which these goals are expressed. In the event that less than three vacancies per position occur within said three year period, the timetable shall be extended until three vacancies have occurred. Vacancies shall occur in the event new positions are created within said programs but shall not occur if a position is eliminated.

C. SPANISH HERITAGE VOCATIONAL EDUCATION ACCESS PROJECT.

6. District shall establish at Contra Costa College on a project basis, a temporary 3/5 time bilingual certificated position under the direction of the Associate Dean of Vocational-Technical Education, to study access of Spanish heritage students to vocational education; which may be staffed from existing personnel of the District, and will begin functioning as soon as is reasonably feasible but in no event later than July 1, 1978. District shall seek funding for such project under the provisions of the Vocational Education Act of 1976, Public Law 94-482.

7. In establishing the project, the District shall observe the following guidelines:

(a) Federal and state regulations, rule or guidelines affecting eligibility for funding assistance shall be adhered to.

(b) The College shall establish and support the project for a period of three (3) years.

(c) Not sooner than one nor later than two years after the commencement of operation of the project, the District will evaluate the need for continuing the project on a temporary or permanent basis.

(d) The functions of the project shall include establishing contact with vocational educational programs and instructors, and establishing contact with counselors and Spanish heritage students, for the purpose of studying the access of Spanish heritage students to vocational education, and making recommendations to the Associate Dean of Vocational-Technical Education respecting such access.

II

EDUCATIONAL AND STUDENT SERVICES PROVISIONS

A. STUDENT RECRUITMENT.

8. District shall attempt to make known within the Spanish heritage community in the Contra Costa College service area the full range of educational opportunities offered by the College, and shall seek to recruit students from that community for the College.

9. District shall employ two bilingual persons during the term of this Consent Decree, each on a half-time or equivalent basis, for the primary purpose of recruiting Spanish heritage students from the West Contra Costa Community. Such employees may, but need not, be students at Contra Costa College, and may, but need not, be paid or supported with EOPS grant or work-study funds. For administrative and supervisory purposes, such employees shall be assigned to the Counselling Department.

B. ADMISSIONS OFFICE.

10. District shall employ in the Admissions Office at Contra Costa College, during the term of this Consent Decree, at least one bilingual person of Spanish heritage on a part-time or equivalent basis. Such employee shall be a student at the College and shall be paid or supported with EOPS grant or work-study funds. Such employee shall be assigned to work as necessary throughout the academic year, but may be assigned to work full time at periods of peak need such as enrollment periods, and a second such part-time student employee shall be employed during such peak periods if the need for special assistance to Spanish heritage students requires it.

C. FINANCIAL AID.

11. District recognizes that there may be a long-term need for a bilingual staff member in the Financial Aid office. For the term of this Consent Decree, District shall employ a bilingual student of Spanish heritage in a part-time position in the Financial Aid office throughout the academic year. Such student employee may, but need not be, paid or supported from EOPS grant or work-study funds. District may employ one non-student bilingual person of Spanish heritage as a regular employee in the Financial Aid office in lieu of the part-time student position. District shall study the need for employing at least one bilingual person in the Financial Aid office on a full-time basis.

D. COLLEGE READINESS PROGRAMS.

12. District shall, within six months after entry of this Consent Decree, complete a study of the Saturday Readiness and Summer Readiness programs at Contra Costa College as presently constituted to determine whether those programs are retaining, or are failing to retain, Spanish heritage students at a rate equal to the retention rate of students of other racial or ethnic backgrounds. If the study shows a disparity in the retention rate of Spanish heritage students exceeding 20%, District shall seek to remedy the non-retention of Spanish heritage students. Formulation of remedies shall be completed within a period of six months after completion of the initial retention study.

E. TUTORING.

13. Spanish heritage instructors will be invited to recommend qualified students to apply for service in the tutorial program to assist Spanish heritage students and to provide general tutorial services. The College will make a serious attempt to provide tutorial services for those Spanish heritage students that need such services, particularly with respect to basic learning skills in mathematics and English. Bilingual tutors will be assigned when available to those English as a second language (ESL) classes which request them.

P. NURSING.

14. Apart from the goal to hire one faculty member in the health science area, College shall, within one year after the entry of this Consent Decree, consult with the nursing program concerning the special needs of Spanish heritage students with respect to both entry into the program and successful completion of the program.

III

INDIVIDUAL PROVISIONS

15. Plaintiff Crofts or his representative shall review the personnel files of the District relating to Crofts' employment at Contra Costa College, and shall determine what documents therein reflect, or could be construed as reflecting, adversely on plaintiff Crofts, his ability, or his job performance. All such materials shall be removed from such personnel files and logged with District's counsel as part of counsel's confidential files in this case.

16. Plaintiff Crofts and the District have agreed upon the terms of a letter of reference concerning plaintiff Crofts' prior employment at Contra Costa College. Whenever the District, its agents, servants, employees or assignees, are requested or required to provide a statement of reference for plaintiff Crofts, they shall utilize that letter, and shall provide no other material or comments.

16a. The parties have agreed on a satisfactory resolution of the individual claims for relief of plaintiffs Crofts and Sosa, those claims are therefore dismissed with prejudice subject to the execution of the terms of the parties' agreement as to those individual claims and reserving the status and standing of Crofts and Sosa as class representatives.

IV

ADMINISTRATIVE PROVISIONS

17. Definitions and Conditions:

A. "Spanish heritage"

"Spanish heritage" means all persons of Mexican, Caribbean, Central or South American, or other Spanish culture or origin, regardless of race.

B. "Bilingual" means English/Spanish bilingual.

C. Applicable time periods: employment provisions.

Whenever time periods are specified in the employment provisions of this Consent Decree, such periods shall commence effective July 1, 1977. Whenever the employment provisions of this Consent Decree

specify employment of persons of Spanish heritage within an applicable time period, such provisions shall be fulfilled by employment of persons effective on or after July 1, 1977, notwithstanding that offer and acceptance of employment may have occurred before that date.

D. Positions subject to goals and timetables.

Whenever the employment provisions of this Consent Decree obligate District to undertake to employ Spanish heritage persons pursuant to goals and timetables, the positions (2 Administrative and 3 Faculty) shall be full-time positions of a type that ordinarily leads to permanent appointment. In the event that the District fails to meet any goal or timetable established by this Decree, it shall notify plaintiffs' counsel of such failure and of the reason for such failure. If plaintiffs dispute the reason they shall invoke the provisions of ¶20. The standard for evaluating any such failure shall be whether notwithstanding defendants' good faith efforts, fulfillment of the goal or timetable as a practical matter was not reasonably possible.

E. "District" means the Contra Costa Community College District. "College" means Contra Costa College.

F. Plaintiffs' representative: In any actions or representation under this Consent Decree, plaintiffs shall be represented only by their counsel or record or by a single person designated in writing by plaintiffs' counsel of record. Such representative may not be an employee of the District.

REPORTS:

18. On or before July 31 of each year 1978-1982, the District shall submit to plaintiffs' counsel a report showing, for the preceding academic year (July 1-June 30):

(a) The number of persons employed at the College by race or ethnicity, in each of the employment categories reported to the EEOC, as of the date of such reporting.

(b) The number of persons hired full-time at the College during the academic year, in each of the categories listed in part (a) above.

(c) Notice of any hirings utilized by the College in fulfillment of the employment goals set out hereinabove, including, for each such hiring, the name and ethnic origin of each person so hired, the date of hiring, and the position hired into.

(d) A listing of all persons employed (including those employed in connection with financial aid programs) in compliance with the educational and student services provisions of this decree, including for each such person, his/her name and ethnic origin, date(s) of employment, and position.

(e) A narrative description of actions taken in compliance with the employment, educational and student services provisions of this decree, other than as reflected in the lists and statistics required in parts (a)-(d) of this paragraph.

(f) In reporting the information required by parts (a)-(e) of this paragraph, the College may, in lieu of separately reporting the information, attach copies of reports, surveys, lists, or records prepared for other purposes which clearly reflect or contain the information.

19. Upon reasonable notice, plaintiffs' counsel or designated representative shall have the right to inspect, within normal business hours, such non-confidential documents and records in District's possession as may be necessary to a full investigation of District's compliance with this Consent Decree. Plaintiffs shall not abuse this right by frequent, unnecessary or unreasonable inspections.

20. In the event that a dispute arises as to the meaning of this Consent Decree, its application to the District's practices, or compliance with its terms, the parties by counsel shall make every good faith effort to resolve the dispute informally and among themselves. Either plaintiffs or the District may apply to the Court for enforcement of the decree's provisions only after their attorneys have fully exhausted all possibilities for resolution of their dispute.

21. District shall pay to Mexican American Legal Defense and Educational Fund, a corporation, the sum of twenty-seven thousand dollars ($27,000) as costs and attorneys' fees incurred in prosecution of this action. Payment of said sum shall fully satisfy all claims for costs and attorneys' fees on plaintiffs' behalf.

V

GENERAL PROVISIONS

22. This action is hereby dismissed with prejudice as to all defendants save and excepting the Contra Costa Community College District, the Governing Board of the Contra Costa Community College District, and Harry Buttimer and his successors in office in his official capacity as Superintendent and Chancellor of the Contra Costa Community College District.

23. Insofar as this action expresses claims for money damages or other individual relief not provided for in this Consent Decree, the same are hereby dismissed, without prejudice.

24. Except as herein provided, nothing in this Consent Decree shall require or be construed to require defendants to hire, discharge, promote or demote any employee, to hire or maintain more employees than are needed to perform the work available, to create any job classification, or to continue in effect any work or job classification being performed or in existence, now or in the future.

25. Except as herein provided, nothing in this Consent Decree shall require or be construed to require defendants to institute or maintain any academic or student services program, subject, class, or department; or to control in any manner the discretion that defendants may exercise in governing and administrating Contra Costa College and the Contra Costa Community College District, now or in the future.

26. This Consent Decree is a final judgment and is effective as of the date it is executed, and filed by the Court. The Court will retain jurisdiction of this action to insure compliance with the Consent Decree. After five years from the entry of this Consent Decree either party by noticed motion may apply to the Court for an order vacating said decree and dismissing this action on the ground that further jurisdiction of the Court is not necessary.

Dated: _____

[filed December 30, 1977]

_____
United States District Judge

AWW/j

EXHIBIT A

President
Dean of Instruction
Dean of Student Services
Assoc. Dean of Continuing Education
Assoc. Dean of Instruction - Arts & Sciences
Assoc. Dean of Instruction - Technical-Vocational Education
Director of Administrative Services
Director of Admissions and Records
Director of Community Services
Director of Physical Education & Athletics
Director of Special Programs & Services
Director of Student Activities
Assoc. Director of Cooperative Vocational Education
Assoc. Director of Counseling Services
Assoc. Director of Health Sciences
Assoc. Director Library Services
Bookstore Manager
Buildings & Grounds Supervisor
Educational Media Manager
Financial Aids Officer
Information Officer
Student Placement Officer II

UNIVERSITY OF CALIF.
LOS ANGELES

FEB 10 1978

CLEARINGHOUSE FOR
JUNIOR COLLEGES